

## INTERIM EASEMENT AND ACCESS AGREEMENT

THIS INTERIM EASEMENT AND ACCESS AGREEMENT ("Agreement") is entered into be effective as of the 13<sup>th</sup> day of July, 1999, by and between OGDEN CITY, a Utah municipal corporation ("Grantor") and Ogden Publishing Corporation, an Ohio corporation ("OPC"), and its successors and assigns ("Grantee"), with reference to the following:

A. Pursuant to the terms of that Contract of Purchase between the United States of America, acting by and through the Secretary of the Army, as Government and Army respectively, and Ogden City, a Utah Municipal Corporation, acting as the Ogden Local Redevelopment Authority, as City, dated May 5, 1999 ("Purchase Contract"), Grantor has received title to the property described on Exhibit "A" attached hereto located in Weber County Utah (the "FOST 1 Property") and under the terms of such Purchase Contract will receive title to all of the property described on Exhibit "B" attached hereto located in Weber County, Utah, which includes the FOST 1 Property (the "DDOU Property"), which Grantor is currently in the process of developing.

B. The FOST 1 Property was acquired pursuant to the terms of that Quitclaim Deed, between the United States of America, acting by and through the Secretary of the Army, as grantor, and Ogden City, a Utah Municipal Corporation, acting as the Ogden Local Redevelopment Authority, as grantee, dated June 1, 1999, together with certain temporary appurtenant easements granted therein over those portions of the DDOU Property which have not yet been conveyed under the Purchase Contract (the FOST 1 Property and the temporary appurtenant easements granted over those portions of the DDOU Property not yet conveyed, and any additional property currently comprising a portion of the DDOU Property which may subsequently be acquired by Grantor, are collectively referred to as the "Grantor Property").

C. Grantee has received title to that portion of the Fost 1 Property described on Exhibit "C" attached hereto located in Weber County, Utah (the "Grantee Property") from Grantor as contemplated by that certain Exchange Agreement between Grantor and Grantee dated June 13th, 1999, upon which Grantee Property Grantee will develop a multi-media information and communications facility and related improvements (the "Project"). The Grantee Property is located within the former Defense Depot Ogden.

D. Grantor intends to establish customary covenants, conditions and restrictions for the development of the DDOU Property, including the provision of common easements and access rights (the "CCRs"), which CCRs could not be completed and recorded within a time frame which met Grantee's needs for development of the Project.

E. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, interim railway access rights, and other access easements across a portion of the Grantor Property in favor of the Grantee Property, and Grantee desires to have Grantor establish interim utility easements across a portion of the Grantor Property in favor the applicable utility providers so as to facilitate the development of the Project, all in accordance with the terms of this Agreement. The Railway Access Rights, as defined below, the Access Easements, as defined below and the Service Easements, as defined below are referred to herein collectively as the "Rights".)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Interim Railway Access Rights.

a. Grantor hereby grants to Grantee, its successors and assigns, nonexclusive interim railway access rights, for ingress and egress by rail equipment and personnel and by an authorized rail service provider, beginning from the property line of the Grantee Property as depicted on Exhibit "D" attached hereto over that certain portion of the Grantor Property and related facilities and terminating at the connection point of the railroad spur of the Union Pacific Railroad (or such other owner of such rail) running roughly parallel to the north east boundary of the DDOU Property at the locations, and as depicted on Exhibit "D" (the "Railway Access Rights"). Subject to paragraph 7 below, the Railway Access Rights granted hereby run in favor of the Grantee Property, and OPC and its successors and assigns, and shall run with the land. The railway spur and facilities will be constructed in accordance with the provisions of the Exchange Agreement. After initial construction, Grantor reserves the right to modify, reconstruct or relocate the railway spur located on Grantor's Property, provided that (a) the point of access to Grantee's Property shall not be altered without the approval of Grantee; and (b) such modification, reconstruction or relocation shall not interfere with the use thereof by Grantee. Following the creation of a specific legal description depicting the location of the railway access rights granted hereby, which, if not otherwise available, shall be paid for by Grantee, Grantor will deliver to Grantee an executed and acknowledged recordable instrument establishing by a metes and bounds description the location of the railway access rights granted hereby. Subject to paragraph 7 below, at any time within ten (10) years following the Closing Date, Grantee shall be entitled to cause such instrument to be recorded in the Office of the Recorder of Weber County, Utah.

b. Grantee shall promptly repair or replace, at its sole cost and expense, any portion of the railway damaged or injured by the acts or omissions of the Grantee or its agents in the use of the Railway Access Rights.

2. Interim Service Easements in Favor of Utility Service Providers.

a. Grantor hereby grants to all providers of utility services in Ogden, Utah, and their respective successors and assigns (the "Providers"), all necessary interim nonexclusive easements for utility services to the Grantee Property, over, under and across (i) the Access Easements granted in paragraph 3 below, but only over those portions of the Access Easements necessary for providing utility services and facilities not already serving the Grantee Property, or for utility service capacity not already available to the Grantee Property and required for the Grantee's development of the Project and Grantee's contemplated operations on the Grantee Property, and (ii) that portion of the Grantor Property where utility services and facilities are located that currently serve the Grantee Property, including easements only for the following utility services: water, sewer, electrical power, natural gas and telecommunications (the "Service Easements"); provided, however, that the location of any new utility routes to be

established hereunder, and the location of additional utility routes necessary for providing services not already serving the Grantee Property or necessary for providing additional capacity of utility services for the Grantee Property shall be approved by the Grantor upon the request of the Providers and are subject to the Grantor's approval that the location does not unreasonably restrict or limit Grantor's development of the DDOU Property, which approval shall not be unreasonably withheld or delayed. The approval of the location of the Service Easements is also subject to the approval by the Army under the Original Grant. Subject to paragraph 7 below, the Service Easements granted hereby run in favor of the Providers and their successors and assigns, and shall run with the land. The Service Easements are intended to include the right to have pedestrian and vehicular access on, over and across the portions of the Grantor Property immediately adjacent to the Service Easements for the purpose of conducting and completing inspection, maintenance, repairs, improvements and replacements. Following the creation of a specific legal description depicting the location of the Service Easements granted hereby, which, if not otherwise available, shall be paid for by Grantee, Grantor will deliver an executed and acknowledged recordable instrument establishing for the benefit of the Grantee Property by a metes and bounds description the location of the Service Easements granted hereby unless the necessary easements or rights have been otherwise provided directly to the Providers. Subject to paragraph 7 below, at any time within ten (10) years following the Closing Date, OPC shall be entitled to cause such instrument to be recorded in the Office of the Recorder of Weber County, Utah.

b. Grantor reserves the right to modify, reconstruction or relocate the Service Easements, provided that such modification, reconstruction or relocation shall not interfere with the use thereof by the Providers, the enjoyment thereof by Grantee, or cause an interruption in service.

c. Provider shall promptly repair or replace, at Provider's sole cost and expense, any property or facilities of the owner thereof, or of Grantor damaged or injured by the acts or omissions of Provider or its agents or employees in the use of the Service Easements.

3. Access Easements. Grantor hereby grants to OPC, its employees, agents, successors and assigns, interim nonexclusive easements and rights of way for utilities, utility lines and related improvements, and vehicular and pedestrian ingress and egress over, across and through the following roads and streets currently located within the Grantor Property, and over future roads and streets within the Grantor Property (for example, the future Doughton Avenue) which replace or take the place of the following described roads and streets: (i) 2<sup>nd</sup> Street beginning where 2<sup>nd</sup> Street enters the Grantor Property North of the Grantee Property, and continuing to the intersection of 2<sup>nd</sup> Street with Main Street (also known as Ward Avenue); and (ii) Main Street (also known as Ward Avenue) beginning at 12<sup>th</sup> Street and running North past the West boundary of the Grantee Property and the road continuing North Westerly to and connecting with 400 North providing access to Interstate 15, or connecting with the roadway and roundabout to be established immediately West of the Grantee Property through the reconfiguration of Brescia, Stewart and Amidan Streets and then continuing North Westerly to

and connecting with 400 North providing access to the intersection of 1200 West and 400 North, and to Interstate 15 at Exit 347, the Harrisville Exit, as required for the Grantee's development of the Project and Grantee's contemplated operations on the Grantee Property (the "Access Easements"). Subject to paragraph 7 below, the Access Easements granted hereby run in favor of the Grantee and its successors and assigns, and shall run with the land. Following the creation of a specific legal description depicting the location of the Access Easements granted hereby, which, if not otherwise available, shall be paid for by Grantee, Grantor will deliver an executed and acknowledged recordable instrument establishing by a metes and bounds description the location of the Access Easements granted hereby. Subject to paragraph 7 below, at any time within ten (10) years following the Closing Date, OPC shall be entitled to cause such instrument to be recorded in the Office of the Recorder of Weber County, Utah.

a. Grantor reserves the right to modify, reconstruct or relocate the Access Easements located on Grantor's Property; provided that such modification, reconstruction or relocation shall not interfere with the use thereof by OPC, its successors and assigns, and shall not unreasonably alter or limit the ease of access to, or visibility of, the Grantee's Property.

b. OPC shall promptly repair or replace, at OPC's sole cost and expense, any property or facilities of the owner thereof, or of Grantor damaged or injured by the acts or omissions of Provider or its agents or employees in the use of the Access Easements.

4. Limitations. Grantee agrees to the following terms:

a. Except in the case of an emergency, Providers will provide Grantor, and the fee owner, prior notice of its entry onto the Service Easement for purposes of construction and/or maintenance work;

b. Providers will exercise due care in the performance of excavations and other work required herein and restore the easement lands following Provider's work to a safe and usable condition;

c. Provider's will comply with all applicable federal, state and local laws and lawful existing regulations;

d. When conducting construction and maintenance activities pursuant to the Rights granted herein, Grantee and Providers, as applicable, shall take such soil and resource conservation and protection measures on the land covered by the Rights as required under applicable law.

e. To pay to Grantor, for the benefit of the Grantor or the Army as their interests may appear, the full value for all damages to the lands or other property of the Grantor or the United States caused by Grantee or the Providers, as applicable, or their employees and contractors arising from its use, occupancy, or operations within the easement areas, provided that all work done, and activities undertaken as authorized under the Service Easements or Access Easements shall not be considered as damages to

lands; and to indemnify the Grantor and the United States against any liability for damages to life, person, or property arising from the occupancy or use of the Grantor and the Army's lands by Grantee, except where such liability arises as a result of acts of the Grantor, the United States, their employees, or contractors;

f. To allow the occupancy and use of the Rights by the Army, the Grantor, its successors and assigns of the Grantor Property not actually occupied or required for the purpose of the full and safe utilization of the Rights. The Grantor, and the Army under the terms and conditions of the Original Grant, will use its best efforts to not compromise the ability to use the Rights for their intended purposes, as set forth herein;

g. That the Rights granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the Rights unless approved in writing by the fee holder of the land subject to the Rights;

h. That any transfer of the Rights by assignment, lease, operating agreement, or otherwise, must include language that the transferee agrees to comply with and be bound by the terms and conditions of the Original Grant and the grant of Rights to the Grantee herein;

i. That no Right granted herein shall give any right to remove any material, earth, or stone for consideration or other purposes except as necessary in exercising the Rights hereunder;

j. To restore any Service Easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the fee owner.

5. Costs for Development and Construction of Service Easements.

a. Grantee shall assume all obligations and associated costs related to the Grantee's development and construction of any Service Easements granted as contemplated pursuant to this Agreement, including any utility facilities constructed therein.

b. Costs for maintenance of the railways, roadways and water and sewer utility facilities, which serve all or a significant portion of the Grantor Property and the Grantee Property are currently provided by Caretaker Agreement, dated September 16, 1997. If and when roadways, railroad facilities and systems and/or water and sewer utility facilities are subsequently conveyed to Grantor or are leased by Grantor pursuant to a lease in furtherance of conveyance, the care and maintenance responsibilities for the same shall be assumed by Grantor. Existing electrical, gas, and telecommunication lines serving all or part of the Grantor Property and the Grantee Property, are currently subleased to various utility providers, who assume responsibility for maintenance responsibilities.

c. If at any time in the future, caretaker monies are no longer available (from the Army) for the roadways, railroad facilities and systems, and/or utility facilities, and maintenance responsibilities for the roadways, railroad facilities and systems and/or utility facilities are not otherwise provided by the Grantor under the provisions of a lease of such facilities and systems, the Army has agreed to use its best efforts to provide minimum maintenance of the roadways, railroad facilities and systems and/or utility facilities appurtenant to the Grantee Property within existing budgetary restraints. In the event budgetary funds of the Army are inadequate or if necessary maintenance is not otherwise provided by the Army, Grantor shall use its best efforts to provide minimum maintenance of the roadways, railroad facilities and systems, water and sewer facilities and systems, and other utility easements within the Grantor Property and appurtenant to the Grantee Property determined to be necessary for the continued use and possession of the Grantee Property, to the extent such maintenance can be performed within budgetary restraints. In no event shall the provided maintenance differ from the maintenance typically provided to similar roadways, or utility facilities otherwise maintained by the Grantor throughout Ogden City or the maintenance of railroad facilities and systems in Ogden City by the Grantor or by private parties.

6. Applicability of Original Grant. The Grantee agrees to comply with and be bound by the applicable terms and conditions of the Original Grant. No right granted herein shall be interpreted to grant any easement or right on any property owned by the Army in excess of the rights conveyed in the Original Grant.

7. Future Termination of Rights/Establishment of Covenants, Conditions and Restrictions (the "CCRs"). This Agreement and the Rights granted hereunder shall automatically terminate to the extent of, and upon the occurrence of: (i) the dedication to Grantor of, the applicable property, land, facilities and the underlying rights, easements and interests comprising the Rights; and (ii) the recording with the Weber County Recorder's office of Covenants, Conditions and Restrictions for the DDOU Property (herein the "CCRs") whereby Grantee and, as applicable, the applicable Providers, are granted on a permanent basis, rights, easements and interests substantially similar to the Rights granted under this Agreement. Such dedications are currently contemplated to include, the dedication to the Grantor of certain public streets, and all of the water and sewer lines and facilities at the Grantor Property and dedicated public utility easements available for certain utility providers. The purposes of the CCRs are to establish customary covenants, conditions and restrictions for the development of the DDOU Property, common easements and access rights and the procedure for the imposition, sharing and payment of common area costs and expenses at the DDOU Property. Upon the completion of the CCRs, Grantee covenants and agrees that: (i) Grantee will consent to the execution and recordation of the CCRs with respect to the Grantor Property and the Grantee Property, and (ii) Grantee shall subordinate and subject the title of the Grantee Property to the encumbrance of the CCRs. Upon the termination of this Agreement, Grantor and Grantee shall execute, acknowledge and record a Notice of Termination of this Agreement in a form reasonably acceptable to both Grantor and Grantee.

E: 1649464 BK2023 PG669

8. Binding Effect. This Agreement shall run to the benefit of and be binding upon Grantor, Grantee, and their respective successors and assigns and other intended parties as set forth herein.

9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

Executed as of the dates below written to be effective as of the date first above written.

OGDEN CITY, a Utah municipal corporation

OGDEN PUBLISHING CORPORATION,  
an Ohio corporation

By: [Signature]  
Glenn J. Meekham  
Mayor of Ogden  
2484 Washington Boulevard, Suite 300  
Ogden, Utah 84401

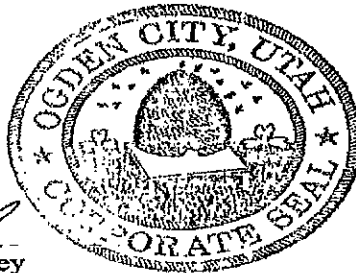
By: [Signature]  
W. Scott Trundle  
Publisher and Vice President

ATTEST:

[Signature]  
Acting City Recorder

Approved as to form:

[Signature]  
Andrea Lockwood, Asst. City Attorney



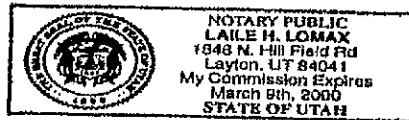
STATE OF Utah )  
COUNTY OF Weber ) : ss.

The foregoing instrument was acknowledged before me this 13 day of July 1999, by Glenn J. Meekham the Mayor of Ogden City.

My Commission Expires:

March 9, 2000

[Signature]  
NOTARY PUBLIC  
Residing at: Dayton Utah



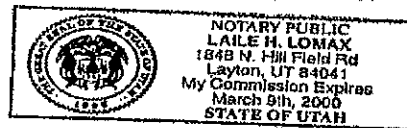
STATE OF Utah )  
 ) ss.  
COUNTY OF Wasatch )

On this 12<sup>th</sup> day of July, 1999, personally appeared before me, W. Scott Trundle, who by me being duly sworn, did depose and say that he is the Publisher and Vice President of Ogden Publishing Corporation, an Ohio corporation, and that the foregoing document was signed by him on behalf of said Ogden Publishing Corporation, by authority of its bylaws or by a resolution of its board of directors and said W. Scott Trundle acknowledged to me that said corporation executed the same.

Laile H. Lomax  
NOTARY PUBLIC  
Residing at: Hayden Utah

My Commission Expires:

March 9, 2000





**EXHIBIT A  
TO  
INTERIM EASEMENT AGREEMENT**

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(Fost 1 Property)

The real property located in Weber County, State of Utah, and more particularly described as follows:

*See attached description*

**Et 1649464 BK2023 PG672**

Legal Description for EDC to City of Ogden (20.68 Acres)

A part of the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point that bears S. 89°01'50"E. (S. 89°21'E.) 1724.75 feet more or less and N. 00°58'10" E. (N. 00°39' E.) 499.87 feet more or less from the Southwest corner of said Quarter Section, per Ogden City Engineering Plat (Drawing No. 2715-1/2). Said point of beginning being more precisely described as follows.

The basis of bearings for this survey is state plane grid bearing of S. 88°41'21"E. 3665.01 feet between a brass survey cap at the intersection of 1200 West Street and 12th Street and brass cap monument on Monument line of 12th Street per the Survey plat filed in the Weber County Surveyor's Office dated February 21, 1997, File No. 1619.

Beginning, for reference, at the intersection of the Monument line along 12th Street and the West line of the Northeast Quarter of Section 19, per Ogden City datum and said survey, thence N. 88°41'21" W. 259.43 feet to a point, thence N. 01°18'39" E. 67.00 feet to a point on the North line of 12th Street, thence S. 88°41'26" E. 1998.69 feet along North line of said street, more or less, to the intersection of the North line of 12th Street and the Westerly Right of Way line of the Union Pacific Railroad, thence N. 00°59'09" E. 3140.40 feet along Westerly line of said right of way, thence N. 03°34'24" E. 88.59 feet along Westerly line of said right of way, thence N. 00°59'09" E. 1474.15 feet along Westerly line of said right of way to a point, said point being the TRUE POINT OF BEGINNING;

Thence N. 00°59'09" E. 651.00 feet along Westerly line of said right of way, thence N. 21°13'26" W. 78.66 feet along Westerly line of said right of way, thence N. 03°27'13" W. 16.87 feet along Westerly line of said right of way, thence N. 82°13'18" W. 102.42 feet, thence 111.80 feet along the arc of a 1052.50 foot radius curve to the left (long chord bears N. 85°15'53" W. 111.75 feet), thence N. 88°18'28" W. 270.74 feet, thence 95.04 feet along the arc of a 1052.50 foot radius curve to the left (long chord bears S. 89°06'19" W. 95.00 feet), thence S. 86°31'07" W. 368.53 feet, thence 84.54 feet along the arc of a 500.00 foot radius curve to the right (long chord bears N. 88°38'15" W. 84.44 feet), thence S. 03°31'15" E. 570.84 feet, thence N. 86°28'45" E. 215.12 feet, thence 43.50 feet along the arc of a 50.00 foot radius curve to the right (long chord bears S. 68°36'01" E. 42.14 feet), thence S. 43°40'46" E. 1085.38 feet, more or less, to the Westerly right of way of the Union Pacific Railroad, thence N. 00°59'09" E. 606.68 feet along Westerly line of said right of way to the TRUE POINT OF BEGINNING.

Containing 900,766 sq. ft., or 20.68 acres, more or less.

ES 1649464 BK2023 PG673

Exhibit A attachment

12-164-0001 & 0002  
12-094-0041

Legal description for EDC to City of Ogden (148.31 Acres)

A part of the Southeast and Southwest Quarters of Section 18, and the Northeast and Northwest Quarters of Section 19, Township 6 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point that bears S. 01°05'25" W. (S. 00°46'27" W.) 1540.67 feet, more or less, and N. 88°54'35" W. (N. 89°13' 33' W.) 261.64 feet more or less from the North Quarter corner of said Section 19, per Ogden City Engineering Plat (Drawing No. 2715-1/2). Said point of beginning being more precisely described as follows.

The basis of bearings for this survey is state plane grid bearing of S.°88°41'21"E. 3665.01 feet between a brass survey cap at the intersection of 1200 West Street and 12th Street and brass cap monument on Monument line of 12th Street per the Survey plat filed in the Weber County Surveyor's Office dated February 21, 1997, File No. 1619.

Beginning, for reference, at the intersection of the Monument line along 12th Street and the West line of the Northeast Quarter of Section 19, per Ogden City datum and said survey, thence N. 88°41'21" W. 259.43 feet to a point, thence N. 01°18'39" E. 67.00 feet to a point on the North line of 12th Street, said point being the TRUE POINT OF BEGINNING;

Thence S. 88°41'26" E. 1998.69 feet, more or less, along North line of said street to the intersection of the North line of 12th Street and the Westerly Right of Way line of the Union Pacific Railroad, thence N. 00°59'09" E. 3140.40 feet along Westerly line of said right of way, thence N. 03°34'24" E. 88.59 feet along Westerly line of said right of way, thence N. 00°59'09" E. 13.99 feet along Westerly line of said right of way, thence S. 81°57'17" W. 1442.28 feet, thence S. 76°16'10" W. 499.40 feet, thence S. 82°19'34" W. 326.38 feet, thence S. 03°37'06" E. 52.95 feet, more or less, to a corner of the parcel conveyed by the United States of America to the City of Ogden by a Deed without Warranty, recorded in Book No. 1042 at Page No. 51, Weber County Official Records on December 17, 1973, thence along the Easterly boundary of said parcel, S. 03°37'06" E. 915.00 feet to a corner of said parcel, also being a corner of the parcel conveyed by the United States of America to the State of Utah by Quitclaim Deed recorded in Book 2006 at Page 553, Weber County Official Records on April 20, 1999, thence along the Easterly boundary of last said parcel, S. 03°37'06" E. 400.00 feet to a corner of said parcel, also being a corner of the parcel conveyed to the City of Ogden at Book No. 1042, Page No. 51, O.R., thence along the Easterly boundary of said parcel, S. 03°36'07" E. 670.38 feet, more or less, to a corner of the 6.00 acre parcel conveyed by the United States of America to the City of Ogden by Quitclaim Deed [(TEMPORARY-REMOVE WHEN RECORDING INFO IS INSERTED)acting through the Department of Health, Education and Welfare, dated December 14, 1973] recorded in Book No. NUMBER at Page No. NUMBER, Weber County Official Records on MONTH DAY YEAR, thence along the Easterly boundary of said parcel, S. 03°36'07" E. 800.00 feet, more or less to the TRUE POINT OF BEGINNING.

Containing 6,460,178 sq. ft, or 148.31 acres, more or less.

Also, all right, title, or interest that may have been acquired by the United States of America in 12th Street between 1200 West Street and the aforementioned Westerly Right of Way

12-0914-0040  
12-0918-0024

line of the Union Pacific Railroad by the Second Amendment to the Declaration of Taking executed by the Secretary of War on October 22, 1943, in the condemnation proceeding titled United States of America, petitioner, vs. 1678.79 Acres of Land, more or less, in Weber County, State of Utah, Charles F Larkin, et al., defendants, Civil No. 177, in the United States District Court in and for the District of Utah, Northern Division;

Excepting therefrom any land not currently under the jurisdiction of the Department of Defense.

April 30, 1999 (11:32AM)

**EXHIBIT B  
TO  
INTERIM EASEMENT AGREEMENT**

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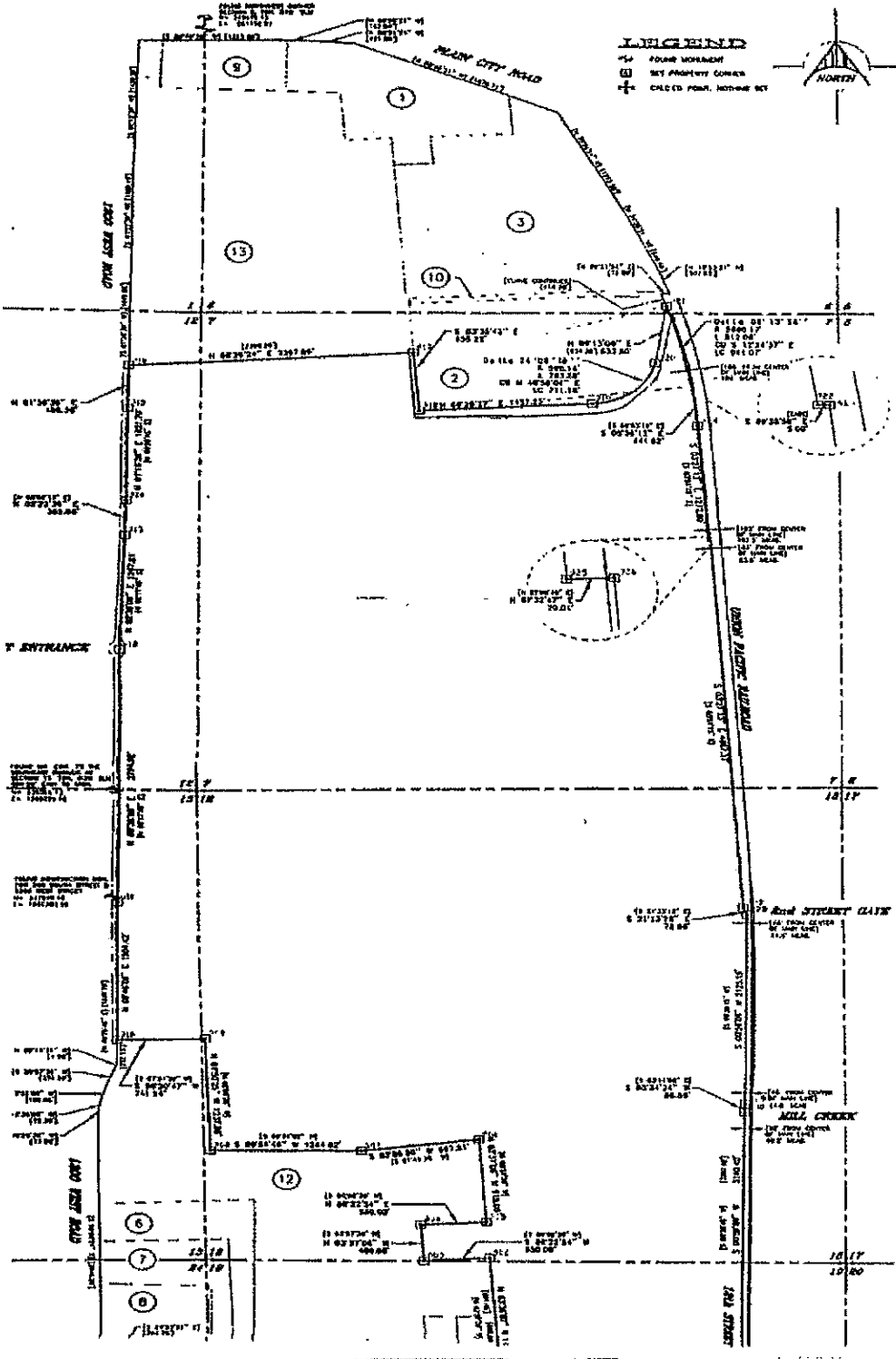
(DDOU Property)

That certain real property located in Weber County, State of Utah, more particularly described as follows:

The real property described in Attachment 1, less and excepting the following real property:

1. The Reserve Enclave parcels 1 and 2 as described in Attachment 2; and
2. The Public Benefit Parcels labeled and shaded in the site map in Attachment 3, which parcels are not intended to be conveyed to the City under the Contract of Purchase between the City and the Army. (The actual legal descriptions for these properties will be prepared either as the parcels are conveyed to the public agencies, or in conjunction with the preparation of legal descriptions for the property to be conveyed to the City.)

Et 1649464 BK2023 PG676



**RECORD OF SURVEY**

**SURVEYOR'S CERTIFICATE**  
 I, SAUL A. BROWN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT THE SURVEY AND RECORD HEREON MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE PROVISIONS OF THE ACTS OF THE LEGISLATURE OF THE STATE OF OHIO, AND THAT I AM A MEMBER OF THE SURVEYORS' ASSOCIATION OF OHIO.



**NAME OF SEVERAL**  
 THE NAME OF SEVERAL FOR THIS PROJECT IS JOHN BROWN AND HIS ADDRESS IS 12345 MAIN STREET, COLUMBUS, OHIO 43201.

**ORIGINAL DESCRIPTION**  
 All that certain land situated in the City of Dublin, County of Mahoning, State of Ohio, and more particularly described as follows:

1. A certain lot containing 0.75 AC. more or less, bounded on the north by the line of the Dublin City Survey, on the east by the line of the Dublin City Survey, on the south by the line of the Dublin City Survey, and on the west by the line of the Dublin City Survey, containing 0.75 AC. more or less, and more particularly described as follows: ...

**PROPERTY CONVEYANCE HISTORY**

#	ACRES	DATE	NOTE
1	0.75	01-01-70	BY TRANSFER TO GEORGE BROWN, SR.
2	0.75	02-15-70	BY TRANSFER TO GEORGE BROWN, SR.
3	0.75	03-10-70	BY TRANSFER TO GEORGE BROWN, SR.
4	0.75	04-05-70	BY TRANSFER TO GEORGE BROWN, SR.
5	0.75	05-01-70	BY TRANSFER TO GEORGE BROWN, SR.
6	0.75	06-01-70	BY TRANSFER TO GEORGE BROWN, SR.
7	0.75	07-01-70	BY TRANSFER TO GEORGE BROWN, SR.
8	0.75	08-01-70	BY TRANSFER TO GEORGE BROWN, SR.
9	0.75	09-01-70	BY TRANSFER TO GEORGE BROWN, SR.
10	0.75	10-01-70	BY TRANSFER TO GEORGE BROWN, SR.
11	0.75	11-01-70	BY TRANSFER TO GEORGE BROWN, SR.
12	0.75	12-01-70	BY TRANSFER TO GEORGE BROWN, SR.
13	0.75	01-01-71	BY TRANSFER TO GEORGE BROWN, SR.
14	0.75	02-01-71	BY TRANSFER TO GEORGE BROWN, SR.
15	0.75	03-01-71	BY TRANSFER TO GEORGE BROWN, SR.

**SURVEYED DESCRIPTION**  
 All that certain land situated in the City of Dublin, County of Mahoning, State of Ohio, and more particularly described as follows:

1. A certain lot containing 0.75 AC. more or less, bounded on the north by the line of the Dublin City Survey, on the east by the line of the Dublin City Survey, on the south by the line of the Dublin City Survey, and on the west by the line of the Dublin City Survey, containing 0.75 AC. more or less, and more particularly described as follows: ...

**NOTES**  
 1. THE PLANNING OF THIS SURVEY IS TO LOCATE THE BOUNDARY OF PROPERTY CURRENTLY OWNED BY JOHN BROWN AND HIS ADDRESS IS 12345 MAIN STREET, COLUMBUS, OHIO 43201.

**REFERENCE PLATS**  
 1. SURVEY PLAT NO. 12345  
 2. SURVEY PLAT NO. 12346  
 3. SURVEY PLAT NO. 12347

**REVISIONS**

NO.	DATE	DESCRIPTION
1	1/15/70	INITIAL SURVEY
2	2/15/70	REVISION TO CORRECT ERROR
3	3/15/70	REVISION TO CORRECT ERROR

Exhibit B - Attachment 1

ILLEGIBLE

1549464 BK2023 PG677

Reserve Enclave Parcel 1

Beginning at a point located 2558.93 feet North and 3545.44 feet East from a Ogden City Survey Witness corner monument, (said witness corner being located 689.28 feet Westerly from the Southeast corner of Section 13, Township 6 North, Range 2 West, Salt Lake Base and Meridian) and running thence N 86 39'10" E 679.69 feet; thence S 03 33'01" E 736.85 feet; thence S 86 28'33" W 679.19 feet; thence N 03 35'19" W 738.94 feet to the point of Beginning. Containing 11.51 Acres.

Reserve Enclave Parcel 2

Beginning at a point located 3228.89 feet North and 1512.95 feet East from a Ogden City Survey Witness corner monument, (said witness corner being located 689.28 feet Westerly from the Southeast corner of Section 13, Township 6 North, Range 2 West, Salt Lake Base and Meridian) and running thence N 86 21'05" E 803.48 feet; thence S 03 30'02" E 1535.36 feet; thence S 86 28'41" W 803.55 feet; thence N 03 29'53" W 1533.59 feet to the point of Beginning. Containing 28.31 Acres.

EE 1649464 BK2023 P6678

EXHIBIT B - Attachment 2





EXHIBIT C  
TO  
INTERIM EASEMENT AGREEMENT

(Grantee Property)

The real property located in Weber County, State of Utah, and more particularly described as follows:

All of Lot 2, Ogden Regional Business and Industrial Center, Plat 1, a Subdivision of Part of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Ogden City, Utah, more particularly described as follows:

12-164-0002  
A part of the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point on the West right-of-way line of the Union Pacific Railroad running along the Easterly Boundary of the Ogden Regional Business and Industrial Center - Plat 1 said point is North 88°41'21" West 259.43 feet; thence North 01°18'39" East 67.00 feet; thence South 88°41'26" East 1998.69 feet; thence North 00°59'09" East 3140.40 feet; thence North 03°34'24" East 88.59 feet thence North 00°59'09" East 1474.15 feet from the Easterly monument on 12th Street, said monument being South 88°41'21" East 3665.01 feet from the monument at the intersection of 12th Street and 1200 West Street, Ogden, Utah; and running thence South 46°10'02" West 108.09 feet; thence North 43°13'22" West 12.43 feet; thence North 87°38'38" West 4.09 feet; thence South 46°12'00" West 229.64 feet; thence North 43°40'46" West 639.29 feet to the point of tangency with a 136.00 foot curve to the left; thence along said curve 118.30 feet (chord bears North 68°36'01" West 114.61 feet); thence South 86°28'45" West 115.12 feet; thence North 03°31'15" West 325.12 feet to a point on a non-tangent 85.50 foot curve to the right; thence along said curve 81.55 feet (chord bears North 48°11'28" East 78.49 feet) to the point of tangency with a 970.50 foot curve to the right; thence along said curve 186.40 feet (chord bears North 81°00'59" East 186.11 feet) thence North 86°31'07" East 105.74 feet to the point of tangency with a 966.50 foot curve to the right; thence along said curve 87.27 feet (chord bears North 89°06'19" East 87.24 feet); thence South 88°18'28" East 270.74 feet to the point of tangency with a 966.50 foot curve to the right thence along said curve 54.46 feet (chord bears South 86°41'37" East 54.45 feet); thence South 01°18'20" West 124.72 feet; thence South 43°43'14" East 132.21 feet; thence South 65°43'05" East 5.98 feet; thence South 88°29'17" East 70.16 feet; thence South 00°53'11" West 15.32 feet; thence South 47°03'23" East 3.89 feet; thence South 87°34'41" East 20.03 feet; thence South 00°59'09" West 431.75 feet to the point of beginning.

EE 1649464 BK2023 P668D

**EXHIBIT D  
TO  
INTERIM EASEMENT AGREEMENT**

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(Railway Access)

E# 1649464 BK2023 P681

